

# Exhibit 2

Eric A. Grover (SBN 136080)  
**KELLER GROVER LLP**  
425 Second Street, Suite 500  
San Francisco, CA 94107  
Telephone: (415) 543-1305  
Facsimile: (415) 543-7861  
eagrover@kellergrover.com

Attorneys for Plaintiff Zachary Hile

William A. Baird (SBN 192675)  
Launa N. Everman (SBN 227743)  
**MILSTEIN, ADELMAN & KREGER, LLP**  
2800 Donald Douglas Loop North  
Santa Monica, California 90405  
Telephone: (310) 396-9600  
Facsimile: (310) 396-9635  
tbaird@maklawyers.com

Attorneys for Plaintiff Shogher Andonian

*[Additional Counsel Listed on Signature Page]*

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

ZACHARY HILE, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC.,

Defendant.

SHOGHER ANDONIAN, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC., a  
Delaware corporation; and DOES 1  
through 10, inclusive,

Defendants.

) Case Nos.: CV-07-00716 SBA  
) and CV 07-2349 GAF

) **[PROPOSED] ORDER GRANTING**  
) **PRELIMINARY APPROVAL OF**  
) **CLASS ACTION SETTLEMENT**

1 The Court has received the Joint Stipulation of Class Action Settlement ("Stipulation"),  
2 entered into by and between (1) plaintiffs Zachary Hile and Shogher Andonian ("Plaintiffs" or  
3 "Class Representatives"), on behalf of themselves and all other similarly situated (the "Class"),  
4 and (2) defendant Ritz Camera Centers, Inc. ("Defendant"). The Court, having reviewed the  
5 Stipulation and the exhibits attached thereto and the papers submitted in support of Plaintiffs'  
6 Motion for Preliminary Approval of Class Action Settlement and good cause appearing,  
7 HEREBY ORDERS THE FOLLOWING:

8 1. The Court, for purposes of this order (the "Order"), adopts all defined terms as set  
9 forth in the Stipulation;

10 2. The Court grants preliminary approval of the Settlement based upon the terms set  
11 forth in the Stipulation. The Settlement appears to be fair, reasonable, and adequate to the Class;

12 3. The Court orders that the following Settlement Class is preliminarily certified for  
13 settlement purposes only: All individual consumers in the United States of America who,  
14 between December 4, 2006 and April 9, 2007, used a credit or debit card for a transaction at a  
15 Ritz Camera Centers Location and were provided at the point of sale or transaction with an  
16 electronically-printed receipt which displayed (1) more than the last five digits of the credit or  
17 debit card number, and/or (2) the expiration date of the credit or debit card;

18 4. The Court finds that the above-defined Class meets all the requirements for class  
19 certification. The Court further finds that the requirements of Fed. R. Civ. P. 23(a) and 23(b)(2)  
20 are satisfied as (a) the Class Members are so numerous that joinder is impracticable, (b) there are  
21 questions of law and fact common to the Class Members which predominate over any individual  
22 questions, (c) the claims of the Class Representatives are typical of the claims of the Class  
23 Members, (d) the Class Representatives and their counsel have fairly and adequately represented  
24 and protected the interests of the Class Members and will continue to do so, and (e) a class action  
25 is superior to other available methods for the fair and efficient adjudication of the controversy;

26 5. The Court appoints Eric A. Grover of Keller Grover LLP, Mark R. Thierman of  
27 Thierman Law Firm, Scott A. Miller of Law Offices of Scott A. Miller, A.P.C., Steven L. Miller  
28

1 of Steven L. Miller, A PLC, and William A. Baird and Launa N. Everman of Milstein, Adelman  
2 & Kreger, LLP as Class Counsel;

3 6. The Court appoints Zachary Hile and Shogher Andonian as the Class  
4 Representatives;

5 7. The Court confirms EPIQ Systems, Inc. as the Settlement Administrator;

6 8. The Court approves the Notice methodology set forth in the Stipulation;

7 9. The Court approves the In-Store Notice in substantially the form attached to the  
8 Stipulation as Exhibit "B";

9 10. The Court approves the Published Notice in substantially the form attached to the  
10 Stipulation as Exhibit "C";

11 11. The Court approves the Claim Form in substantially the form attached to the  
12 Stipulation as Exhibit "D";

13 12. The Court approves the manner and form of the On-Line Notice described in  
14 paragraph 2.1.2 of the Stipulation.

15 13. The Court directs Defendant to cause the Published Notice to be published on two  
16 separate occasions as part of Defendant's normal Sunday newspaper advertising inserts and  
17 circulars within forty-five (45) days after the Preliminary Approval Date;

18 14. The Court directs Defendant to display the In-Store Notice for a period of not less  
19 than sixty (60) days after the last Published Notice, beginning no more than fourteen (14) days  
20 after the Preliminary Approval Date;

21 15. The Court directs Defendant to provide a link on its website homepage,  
22 www.ritzpix.com, to a webpage or website that contains the On-Line Notice, for a period of not  
23 less than sixty (60) days after the last Published Notice, beginning no more than fourteen (14)  
24 days after the Preliminary Approval Date;

25 16. The Court finds that the notice to be provided to Class Members in this case,  
26 including the In-Store Notice, the On-Line Notice and the Published Notice (collectively "Class  
27 Notice") and the methodology by which the notice will be disseminated: (a) is the best  
28 practicable notice; (b) is reasonably calculated, under the circumstances, to apprise the Class

1 Members of the pendency of the Action and of their right to object or to exclude themselves  
2 from the proposed Settlement; (c) is reasonable and constitutes due, adequate and sufficient  
3 notice to all persons entitled to receive notice; and (d) meets all applicable requirements of the  
4 Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution  
5 (including the Due Process Clause), the Rules of Court, and any other applicable law;

6 17. The Court directs Defendant to file proof of publication of the Published Notice  
7 and proof of its compliance with its In-Store Notice and On-Line Notice obligations as soon as  
8 reasonably practicable;

9 18. This Court will hold a Final Settlement Approval Hearing on \_\_\_\_\_, 2008  
10 at \_\_\_\_\_ to consider the fairness, reasonableness and adequacy of the proposed Settlement  
11 as well as the award of costs, fees and incentive awards;

12 19. To facilitate the claims procedure approved by the Court, whereby Class  
13 Members may file claims to participate in the Settlement, the Court hereby enjoins Plaintiffs and  
14 all Class Members from filing or prosecuting any claims, suits or administrative proceedings  
15 regarding claims released by this Settlement unless and until such Class Members have sent valid  
16 Exclusions to the Claims Administrator and the time for filing claims with the Claims  
17 Administrator has elapsed;

18 20. Class Members who wish to participate in the Settlement shall complete and  
19 submit a Claim Form within sixty (60) days after the date of the last Published Notice;

20 21. Each Class Member who wishes to exclude himself or herself from the Class must  
21 submit a valid and timely written request for exclusion to the Claims Administrator within forty-  
22 five (45) days after the date the last Published Notice appears;

23 22. Any Class Member who does not submit a valid and timely written request for  
24 exclusion from the Class will be bound by all proceedings, orders, and judgments in this Action  
25 relating to the Stipulation, even if such Class Member has previously initiated or subsequently  
26 initiates individual litigation against any Defendant or Releasees or other proceedings involving  
27 Settled Claims;

28

1       23. Each Class Member who wishes to object to the fairness, reasonableness or  
2 adequacy of the Stipulation, to any terms of the proposed Settlement, or to the proposed  
3 Attorneys' Fees and Costs, must submit a written objection to the Claims Administrator within  
4 forty-five (45) days after the date the last Published Notice appears;

5       24. Pursuant to the Class Action Fairness Act, Defendant is required to notify  
6 "appropriate Federal and State officials" of the settlement. 28 U.S.C. § 1715. If such  
7 notifications have not been made at the time of this Order, the Defendant must do so within ten  
8 (10) court days and file proof of such notification with the Court within fifteen (15) court days of  
9 the date of this Order.

10       25. All proceedings in the Action are stayed until further order of the Court, except as  
11 may be necessary to implement the Settlement or comply with the terms of the Stipulation or this  
12 Order.

13  
14 **IT IS SO ORDERED.**

15  
16 DATE: \_\_\_\_\_, 2008

17 Honorable Saundra B. Armstrong  
18 Judge of the United States District Court,  
19 Northern District  
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# Exhibit 3

Eric A. Grover (SBN 136080)  
**KELLER GROVER LLP**  
425 Second Street, Suite 500  
San Francisco, CA 94107  
Telephone: (415) 543-1305  
Facsimile: (415) 543-7861  
eagrover@kellergrover.com

Attorneys for Plaintiff Zachary Hile

William A. Baird (SBN 192675)  
Launa N. Everman (SBN 227743)  
**MILSTEIN, ADELMAN & KREGER, LLP**  
2800 Donald Douglas Loop North  
Santa Monica, California 90405  
Telephone: (310) 396-9600  
Facsimile: (310) 396-9635  
tbaird@maklawyers.com

Attorneys for Plaintiff Shogher Andonian

*[Additional Counsel Listed on Signature Page]*

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

ZACHARY HILE, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC.,

Defendant.

SHOGHER ANDONIAN, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC., a  
Delaware corporation; and DOES 1  
through 10, inclusive,

Defendants.

) Case Nos.: CV-07-00716 SBA  
) and CV 07-2349 GAF

) **[PROPOSED] FINAL JUDGMENT**  
) **AND ORDER OF DISMISSAL WITH**  
) **PREJUDICE**



**[PROPOSED] ORDER**

Good cause appearing, the Court HEREBY ORDERS THE FOLLOWING:

1. The Court, for purposes of this order (the "Order"), adopts all defined terms as set forth in the Stipulation;

2. The Court approves the settlement as set forth in the Stipulation as fair, reasonable and adequate to the Settlement Class within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure;

3. The Court hereby approves and orders that the total amount of \$765,000.00 is the amount of reasonable attorneys' fees that should be paid to Class Counsel for the work completed and to be completed and orders reimbursement of costs in the amount of \$18,000.00, and hereby authorizes payment of said amounts in accordance with the Stipulation. The Court further orders that the attorneys' fee award set forth in this paragraph shall be administered pursuant to the terms of the Stipulation;

4. The Court hereby approves and orders incentive payments to plaintiffs Zachary Hile and Shogher Andonian in the amount of \$1,000 each as compensation for their work and efforts on behalf of the Class;

5. The Court dismisses the Complaints on the merits and with prejudice and, except as approved by the Court and provided herein, without costs or attorneys' fees to either of the Settling Parties;

6. The Court adjudges that the Settling Plaintiffs have released any and all claims against the Settling Defendant as set forth in Paragraph 1.17 of the Stipulation;

7. The Court permanently enjoins all Settling Plaintiffs from filing, prosecuting or otherwise pursuing any and all Settled Claims against the Settling Defendant;

8. The Court permanently enjoins Settlement Class Plaintiffs and members of the Settlement Class who made a purchase at a Ritz Camera Centers Location during the Relevant Time Period using a credit card or debit card and who received a receipt containing more than the last five digits of the credit card or debit card number and/or the expiration date of the credit or debit card who reside in jurisdictions in which the Published Notice was published, in which

1 the In-Store Notice was displayed, or in which the On-Line Notice was accessible, and who did  
2 not either Opt-Out or raise any proper written objection to the proposed settlement terms on or  
3 before the Opt-Out Expiration Date either in person, directly or through legal counsel, or in  
4 writing from filing, prosecuting or otherwise pursuing any appeal of the Final Judgment, to the  
5 extent permitted by law;

6 9. Because there is no just reason for delay, the Court directs that the clerk of the  
7 Court enter the Final Judgment forthwith as a final judgment pursuant to Rules 54(b) and 58 of  
8 the Federal Rules of Civil Procedure; and

9 10. Without affecting the finality of the Final Judgment, the Court reserves continuing  
10 jurisdiction over the Settling Parties for the purposes of: (a) implementation of the settlement set  
11 forth in this Stipulation; and (b) enforcing and administering the settlement and any Court orders  
12 relating to the settlement.

13  
14 **IT IS SO ORDERED.**

15  
16 DATE: \_\_\_\_\_, 2008

Honorable Saundra B. Armstrong  
Judge of the United States District Court,  
Northern District

# Exhibit 4

Richard T. Williams (State Bar No. 52896)  
 Tara L. Cooper (State Bar No. 239018)  
**HOLLAND & KNIGHT LLP**  
 633 West Fifth Street, 21st Floor  
 Los Angeles, California 90071-2040  
 Telephone: (213) 896-2400  
 Facsimile: (213) 896-2450  
 richard.williams@hklaw.com  
 Attorneys for Defendant  
 Ritz Camera Centers, Inc.

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA**

ZACHARY HILE, on behalf of  
 him/herself and all others similarly  
 situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC.,

Defendant.

Case No.: CV-07-00716 SBA  
 and CV 07-2349 GAF

Hon. Sandra B. Armstrong

DECLARATION OF CURTIS  
 SCHEEL IN SUPPORT OF MOTION  
 FOR PRELIMINARY APPROVAL OF  
 CLASS ACTION SETTLEMENT

Date: June 3, 2008

Time: 1:00 PM

Ctrm: 3, 3<sup>rd</sup> Floor

Hon. Sandra B. Armstrong

SHOGHER ANDONIAN,  
 individually and on behalf of all  
 others similarly situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC., a  
 Delaware corporation; and DOES 1  
 through 10, inclusive,

Defendants.

I, Curtis J. Scheel, declare and say as follows:

1. I am the President and Chief Operating Officer of Defendant Ritz  
 Camera Centers, Inc. ("RCCI"), a position I have held since December 27, 2007.  
 Since joining RCCI in January 2003, I have held various executive positions,

1 including Chief Operating Officer and Chief Financial Officer. The statements  
2 contained in this Declaration are made from my personal knowledge and from my  
3 review of documents prepared in the ordinary course of business by RCCI  
4 employees under my general supervision and direction; if called as a witness in  
5 these proceedings, I could and would testify competently to each of the matters set  
6 forth herein.  
7

8 2. Based upon information I have reviewed from records of RCCI  
9 prepared and maintained in the ordinary course of business, I confirm the  
10 representation made in the Stipulation of Settlement herein that between December  
11 4, 2006 and April 9, 2007, at its U.S. retail outlets selling cameras, lenses, digital  
12 memory products, imaging products and services, RCCI printed approximately  
13 2.55 million credit card and debit card receipts displaying a card expiration date.  
14 These receipts were issued to approximately 1.7 million different consumers, some  
15 of whom received more than one receipt. By April 9, 2007, all RCCI locations  
16 were fully FACTA-compliant.  
17

18 3. Based upon information I have reviewed from records of RCCI  
19 prepared and maintained in the ordinary course of business, I confirm the  
20 representation made in the Stipulation of Settlement herein that more than 80% of  
21 the total sales in 2006 at U.S. retail outlets of RCCI selling cameras, lenses, digital  
22 memory products, imaging products and services encompass and are of the sale of  
23 those products. Further, and also based on RCCI's 2006 sales at these outlets, I  
24 confirm that more than 80% of all camera, lens and digital memory sales fall  
25 within parameters in the Stipulation of Settlement that would allow the proposed  
26  
27  
28

1 Settlement Package Award Certificate and Supplemental Award Certificate to be  
2 used in such sales transactions.

3 4. With respect to notice to members of the proposed Settlement Class,  
4 since November 2006, prior to the time period relevant to this litigation, RCCI has  
5 not collected street addresses or postal mailing addresses from its customers. RCCI  
6 has no means to gather names and street addresses or postal mailing addresses of  
7 individual members of the proposed Settlement Class. Whether financial  
8 institutions who issued credit cards or debit cards used by customers in  
9 transactions at RCCI outlets between December 4, 2006 and April 9, 2007, could  
10 or would provide names and addresses for those customers is unknown to RCCI;  
11 attempting to assemble the individual names and addresses for 1.7 million  
12 customers would undoubtedly involve huge amounts of time and significant  
13 expenditure by such financial institutions and the parties, far more than reasonable  
14 effort, without assurance the process can be accomplished in a reasonable time.

15 5. RCCI has, for many years, advertised frequently and regularly with  
16 printed inserts in the Sunday editions of newspapers and customary weekly  
17 advertising publications of such newspapers (collectively, "Insert Publications") in  
18 the major metropolitan areas of the United States. In my observation and  
19 experience, these printed insert advertisements have been the principal means for  
20 communication between RCCI and its customers. The newspapers in which RCCI  
21 regularly advertises with inserts in Insert Publications, along with their reported  
22 circulation and headquarters cities, are as follows:

Paper Name	Headquarters	Circulation of RCCI Inserts
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Atlanta Journal	Atlanta, GA	866,000
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1	Austin American Statesman	Austin, TX	87,830
2			
3	Baltimore Examiner	Baltimore, MD	178,837
4			
5	Baltimore Sun	Baltimore, MD	208,610
6			
7	Birmingham News	Birmingham, AL	85,291
8			
9	Boston Globe	Boston, MA	546,575
10			
11	Charleston Post & Courier	Charleston, SC	112,295
12			
13	Charlotte Observer	Charlotte, NC	141,300
14			
15	Chattanooga Times Free Press	Chattanooga, TN	90,373
16			
17	Chicago Tribune	Chicago, IL	958,500
18			
19	Cincinnati Enquirer	Cincinnati, OH	307,259
20			
21	Cleveland Plain Dealer	Cleveland, OH	319,977
22	Columbia State	131,416	145,000
23			
24	Dallas Morning News	Dallas, TX	570,000
25			
26	Denver Post	Denver, CO	508,730
27			
28	Detroit News and Free Press	Detroit, MI	160,253
	Ft. Lauderdale Sun Sentinel	Ft. Lauderdale, FL	550,000

1	Ft. Worth Star Telegram	Ft. Worth, TX	175,630
2			
3			
4	Greenville News-Piedmont	Greenville, NC	119,000
5			
6	Hartford Courant	Hartford, CT	240,559
7			
8	Houston Chronicle	Houston, TX	359,746
9			
10	Kansas City Star	Kansas City, MO	254,730
11			
12	Kingsport Times-News	Kingsport, TN	48,000
13			
14	Los Angeles Times	Los Angeles, CA	844,093
15			
16	Manchester Union Leader	Manchester, NH	54,108
17			
18	Memphis Commercial Appeal	Memphis, TN	165,716
19			
20	Miami Herald	Miami, FL	189,000
21			
22	Milwaukee Journal	Milwaukee, WI	218,876
23			
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5	Minneapolis Star Tribune	Minneapolis, MN	507,160
6			
7			
8			
9			
10	Nashville Tennessean	Nashville, TN	200,000
11			
12	Norfolk Virginian Pilot	Norfolk, VA	144,675
13			
14	Orlando Sentinel	Orlando, FL	208,400
15			
16			
17	Philadelphia Inquirer	Philadelphia, PA	651,000
18			
19			
20	Phoenix Arizona Republic	Phoenix, AZ	369,917
21	Pittsburgh Post Gazette	Pittsburgh, PA	294,960
22	Portland Oregonian	Portland, OR	300,000
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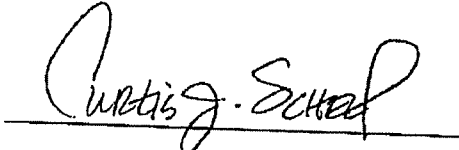
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4	Providence Journal	Providence, RI	219,769
5			
6			
7			
8	Raleigh News & Observer	Raleigh, NC	186,590
9			
10	Richmond Times Dispatch	Richmond, VA	142,888
11			
12			
13	Sacramento Bee	Sacramento, CA	225,418
14	Salt Lake City Tribune	Salt Lake City, UT	127,395
15	San Antonio Express News	San Antonio, TX	125,386
16	San Diego Union Tribune	San Diego, CA	318,848
17			
18			
19	San Francisco Chronicle	San Francisco, CA	364,900
20			
21			
22	San Francisco Examiner	San Francisco, CA	244,034
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1			
2	San Jose Mercury News	San Jose, CA	264,486
3			
4			
5	Sarasota Herald-Tribune	Sarasota, FL	105,990
6	Seattle Times	Seattle, WA	385,000
7			
8	St Louis Post Dispatch	St. Louis, MO	85,266
9			
10	St Paul Pioneer Press	St. Paul, MN	85,266
11	St. Petersburg Times	St. Petersburg, FL	285,000
12			
13			
14	Tampa Tribune	Tampa, FL	126,469
15			
16			
17			
18	Washington Examiner	Washington, DC	158,445
19			
20			
21	Washington Post	Washington, DC	1,002,300
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3       6.     The publication of an insert in the Insert Publications of each of the  
4 above-listed newspapers will reach, according to the most recent information  
5 reported to RCCI, approximately 11.4 million newspaper subscribers and  
6 customers. RCCI will publish notice, as approved by this Court pursuant to the  
7 present Motion for Preliminary Approval of Class Action Settlement, in inserts in  
8 the Insert Publications of the above-listed newspapers on two separate Sundays  
9 (for Sunday editions) and in two separate weeklies (for weekly advertising  
10 publications), for a total of approximately 23 million inserts.

11       7.     From my observation and experience of RCCI sales and store  
12 locations and my review of information from records maintained by RCCI in the  
13 ordinary course of business, I confirm that more than 85 percent (85%) of RCCI's  
14 total sales of cameras, lenses, digital memory products, imaging products and  
15 services are made within the circulation areas of the above-listed newspapers. I  
16 further confirm that more than 85 percent (85%) of RCCI's retail outlets where  
17 these products are sold are located within the circulation areas of the above-listed  
18 newspapers.

19       Executed under penalty of perjury under the laws of Maryland and the  
20 United States this 8<sup>th</sup> day of April, 2008.

21  
22  
23         
24       Curtis J. Scheel

25  
26  
27       # 5245806\_v1